EXHIBIT L

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 1 of 30

From: Rob Harris < rob@bindermalter.com >

Date: Thursday, November 20, 2014 at 11:36 AM

To: 'Mac Leckrone' < mac@alliacense.com >, Clifford Flowers < cflowers@ptsc.com >

Cc: Robert Franklin < franklin.robert@dorsey.com >, "'hwang.thomas@dorsey.com'" < hwang.thomas@dorsey.com >,

'BiCMOS-Swamy' < swamyv@bicmosfoundry.com, 'Javed Ellahie' < javed@eflawfirm.com, Mike Davis

<mike@alliacense.com>, "'sanjose@tplgroup.net'" <sanjose@tplgroup.net>, 'Anhalt Susan'

<susan.anhalt@fountainheadip.com>, "'london@tplgroup.net" <london@tplgroup.net>, Charles Thomas Hoge

<choge@knlh.com>

Subject: RE: TPL: Alliacense/DHG List Split

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 2 of 30

Dear Cliff and Mac:

I am urgently requesting a call with both of you, me, Bob Franklin, Charles, and Swamy at any time from now to 3 p.m. today or tomorrow after 1:30 p.m.

The joint plan in this case is gravely endangered by continuing non-cooperation as between PTSC and Alliacense in completing their obligations under the 7/14/14 novation of the PTSC Alliacense agreement. I am referring specifically to the status of splitting of the list of roughly 500-600 potential infringers of the MMP patent portfolio into two equal parts that has led PTSC to threaten a declaration of default under the novation.

The joint plan is impacted by the impasse in two ways: first, the plan is conditioned on the resolution of disputes between PTSC and Alliacense. Resolution was achieved in the form of the novation but, if not performed, will cause the failure of an essential plan condition. Moreover, the OCC smembers will just not vote for the plan. Second, TPL sability to prove feasibility, even if votes are cast to allow us to get to a confirmation trial, will be negatively impacted without proof that the two licensing agents are ready, willing, and able to generate proceeds from the MMP portfolio.

Alliacense and PTSC agreed on 7/14/14 in their novation to split the list of potential MMP targets. Alliacense advises that due diligence requires spending roughly two hours per name to assess value and which list it should go onto. It is also my understanding that Alliacense did not begin that process until DHG had been inked as the second licensing agency under its interpretation of the novation. PTSC disputes that the process should take two hours per name and seems to suggest that the list should simply be split randomly, alphabetically or by some other means. To the extent that due diligence is required, PTSC suggested that names be released as the list is split, perhaps in groups of 25-50, so that work by DHG can begin now. Alliacense se response is that it does not trust that payment for work done will be released to it given the history of disputes and withheld payments between these parties and is unwilling to release work product along with names until it receives assurances.

TPL has made every effort to put Cliff and Mike Davis in a room so that the list splitting process can be demonstrated and PTSC can then advise either that it is satisfied with how long it takes or, alternatively, report on the aspects of the process that it does not see as necessary. Ignoring all possible finger pointing, the meeting did not happen when Cliff was in town for the last court hearing.

The purposes of the call are to:

- (1) Assess where the list splitting process is as of today;
- (2) Learn the extent of resources/people working on it;
- (3) Receive a date by which the splitting will be complete; and
- (4) Set a date for a PTSC and an Alliacense representative to assess the list splitting process and explore whether it could be done over Go To Meeting.

Please let me know your availability for this essential call.

Robert Harris



BINDER & MALTERILE

2775 Park Avenue Santa Clara, CA 95050 T: (408) 295-1700 F: (408) 295-1531

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 3

EXHIBIT M

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 4

On 12/12/14, 5:01 PM, "Mike Davis" < mike@alliacense.com > wrote:

Cliff,

1:00pm works for me.

Regarding the agenda, the agreement requires Alliacense is to provide a divided list of ALL prospective licensees. You have requested that instead of dividing the complete list we do it in batches. I'll be prepared to discuss the first batch on Monday. I hope to have the first batch of prospective licensees in a divided list for you by next week. I'm shooting for Monday, but we've got a lot going on in the office and that may slip a bit.

Mike

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 5

EXHIBIT N

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 6 of 30

PHOENIX DIGITAL SOLUTIONS LLC

May 11, 2015

Mr. Daniel M. ("Mac") Leckrone Alliacense 4880 Stevens Creek Blvd., Suite 103 San Jose, CA 95129

Mr. Leckrone:

I write to you to set forth Phoenix Digital Solutions' position in reference to your communications dated March 30, 2015 and March 31, 2015. This letter also notifies you of PDS's termination of all relationships with Alliacense unless Alliacense fully complies by May 15, 2015 at 5 p.m. with its obligation to turn over "Work" under ¶3(f)(iii) of the July 13, 2014 Agreement between the parties. I have been authorized by the PDS Management Committee to send this letter on behalf of PDS.

Your Recent Actions

You continuously refuse to act like a vendor. You refuse to accept Alliacense's failure to write any licenses for a year and a half and blame others for its failure. Patriot Scientific Corporation ("Patriot") had remarkable problems with you leading to the settlement behind the Agreement and the payments set forth in the Agreement. The hope was that everyone would move on with a productive relationship following the Agreement, but you appear to refuse to let that happen. It is clear that in the last nine months you simply cannot get over and accept another licensing firm getting involved to approach half of the over 400 remaining MMP prospects.

The Agreement required that Mike Davis, rather than you, be the intermediary for communications with PDS. Para. 3(d)(iv). The hope was that PDS could resume working with Alliacense if it behaved like the vendor it is, and you stayed out of the communications. You have ignored that requirement and so the relationship is not working.

PDS was quite close to terminating Alliacense when it took six months to get the two lists finally turned over on February 2, 2015 (with 57 omissions). You refused to have a partial or rolling production of lists and took your time even though the Agreement is clear the two lists should have been turned over immediately.

Mr. D. Mac Leckrone May 11, 2015 Page 2

You contrived the notion that DHG had not been formally "identified" to start that clock, and then made up the notion of a DHG "conflict" as an excuse for more delay. You unilaterally purported to address the supposed "conflict" by refusing to turn over complete lists at that time. It took nearly a full month to extract the second set of lists.

Now, we have another three month delay getting the "Work." Your history of refusing to cooperate in moving the licensing program along is obvious and undeniable. Alliacense could have been terminated months ago. We have continued to hope the dysfunction in the relationship with Alliacense would heal, but you do not let that happen.

The problems continue with Alliacense's refusal to share all details of the negotiations with the present eight companies in suit. It was awkward to find new counsel to replace Agility when we could not even describe the settlement prospects of the eight cases. Alliacense was supposed to participate in those settlement negotiations with the eight defendants <u>under Agility</u>'s direction, but that proceeded the other way around. The Nelson Bumgarner firm should now be giving you direction over the conduct of those negotiations, but they are not even involved.

Presently, DHG is on the cusp of writing some MMP licenses but its efforts are being thwarted by your refusal to turn over the Work. One license, it turns out, would have been for more money than Alliacense pitched. Your refusal to turn over that information interferes with that economic relationship. PDS has paid for the "Work" you are now holding hostage. There is no legitimate excuse for the delay.

Your March Letters

PDS didn't fail to maintain counsel in the NoCal cases. In fact, it found new counsel very quickly compared to when Alliacense itself tried to do that preceding Agility's hiring. It took Alliacense six months or more to replace the Farella firm. The recent effort was successful because Alliacense stayed out. You unsuccessfully tried to insert firms into the discussion who might have unnecessarily hired Alliacense by the hour to provide litigation support that was not needed. Further, Agility went out of business because Alliacense stopped writing MMP licenses and has maintained a stranglehold on any negotiations with the present defendants. It is clear that you and Agility could not work together, which is your fault.

New counsel does not need you in the present cases. You note there was a window to settle with the present defendants before Agility's withdrawal was announced. That may have been true, but Alliacense thwarted the opportunity to settle the cases in that window by controlling the communications and cutting out Agility in violation of paragraph 3(b)(ii) of the Agreement. That settlement opportunity is now lost.

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 8

Mr. D. Mac Leckrone May 11, 2015 Page 3

Alliacense appears not to have any interest in meeting the licensing revenue milestones of the Agreement. If you did, you would have turned over the two lists "once" DHG was identified (para. 3(f)(i)). If DHG had been able to start writing licenses, Alliacense might have seen some interest on the part of its own prospects.

The OCC never said it was disavowing licenses. I listened to multiple meetings and hearings. To my knowledge, at best there was a temporary omission by Alliacense's owner's counsel to provide written confirmation in the pending plan or reorganization that the existing MMP and other licenses would be honored. The bankruptcy itself probably inhibited licensing, but the bankruptcy was already underway when the Agreement was entered so this is hardly an excuse for Alliacense's performance.

Your March 30, 2015 letter requests a meeting for a Plan. Mike Davis is welcomed to propose something but it is quite late in the day and we see no reason for such a meeting if the position is grounded on blatantly refusing to turn over Work unless the milestones are lifted. Charlie Hoge and Mike Davis have had some discussions "off the record" between them but it appears you ended that dialogue.

As for your March 31, 2015 communication, Mike did not answer all of Jim's questions. Where is the market share information? What was the history of that negotiation with LG? Jim could not follow up with the settlement overture because, as he put it, he had to make a "WAG"—a "wild ass guess." He lists four items in his email to Wendy Smith; at best Alliacense responded with some of item #3. Again, Alliacense intentionally violated paragraph 3(b) in refusing to share its negotiation and work product information to allow Agility to negotiate those potential settlements and refusing to act under Agility's direction.

PDS Demand And Notice

You are instructed to preserve all of the Work. In addition to PDS having paid for it by the Agreement, it is relevant for pending and future litigation. This is a demand that you turn over the "Work" to PDS and DHG immediately. PDS will pursue whatever legal avenues it decides to pursue under the Agreement or otherwise, including subpoening that information if you continue to withhold it. Feel free to attempt to explain to the court that you are withholding highly relevant evidence because you don't like the Novation Agreement and want to renegotiate it.

I understand that TPL has recently become very active in trying to resolve the disagreements with you and that there have been multiple meetings and communications with you to resolve these issues. We regard to those efforts to have satisfied the dispute resolution provisions of the Novation Agreement, including the "First Meeting" requirement of paragraph 4(b)(i). If you want to keep negotiations continuing (per paragraph 4(b)(ii)), that is fine. We will agree that the parties may also proceed to formal mediation if you want

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 9

Mr. D. Mac Leckrone May 11, 2015 Page 4

to do that. However, the deadline to provide the "Work" must be met or the relationship will automatically terminate on May 15, 2015.

Sincerely,

Carlton M. Johnson, Ir.

Carlton M. Johnson, Jr.

PDS Management Committee Member

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 10

EXHIBIT O

Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 11 of 30

8-K 1 patriot 8k.htm FORM 8-K

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 15, 2015

PATRIOT SCIENTIFIC CORPORATION

(Exact name of registrant as specified in its charter)

Delaware (State of other jurisdiction of incorporation)

000-22182 (Commission File Number)

84-1070278 (IRS Employer Identification No.)

701 Palomar Airport Road, Suite 170, Carlsbad, California 92011 (Address of Principal Executive Offices)

Registrant's telephone number, including area code: (760) 547-2700

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the

registrant under any of the following provisions (see General Instruction A.2 below):

□ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).

□ Soliciting material pursuant to Rule 14A-12 under the Exchange Act (17 CFR 240.14a-12)

□ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR.14d-2(b))

□ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.02 Termination of a Material Definitive Agreement.

Effective May 15, 2015, the joint venture of Patriot Scientific Corporation (the "Company") and Technology Properties Limited LLC ("TPL"), known as Phoenix Digital Solutions, LLC, a Delaware limited liability company ("PDS"), terminated the Amended Alliacense Services and Novation Agreement effective July 24, 2014 (the "Agreement") between PDS and Alliacense Limited LLC, a Delaware limited liability company ("Alliacense").

Under the Agreement, Alliacense was one of two companies that assist PDS with commercializing the Moore Microprocessor Patent portfolio (the "MMP Portfolio") through licensing and litigation on behalf of PDS, TPL, and the Company. The Agreement sets forth Alliacense's obligations and compensation in connection with its activities with respect to the MMP Portfolio. PDS terminated the Agreement due to Alliacense's failure to comply with its obligations under the Agreement.

The other licensing company, Dominion Harbor Group, LLC, continues to assist PDS with commercialization of the MMP Portfolio.

1

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PROTEO, INC.

Date: May 21, 2015

By: /s/ CLIFFORD L. FLOWERS

Clifford L. Flowers Chief Executive Officer

EXHIBIT P

Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 15 of 30





Instructions for Submittal of Arbitration to JAMS

Demand for Arbitration Based on Pre-Dispute Provision

If you wish to proceed with an arbitration by executing and serving a Demand for Arbitration on the appropriate party, please submit the following items to JAMS:

Two (2) copies of A, B & C:

- A. Demand for Arbitration
- B. Proof of service of the Demand on the appropriate party
 E.g., copy of certified mail receipt signed by recipient or sworn statement of service by a non-party over 18 years of age.
- C. Entire contract containing the arbitration clause
- D. Initial non-refundable \$400 Case Management Fee (CMF) per party

 Each party may submit its own CMF, or to expedite the commencement of the proceedings one
 party may elect to submit both or all CMFs. In lengthier, more complex cases additional CMF may
 be billed. For cases involving consumers, see JAMS Policy on Consumer Arbitrations Pursuant to
 Pre-Dispute Clauses.

OR

Arbitration Based on Post-Dispute Fully Executed Arbitration Agreement, Oral Stipulation or Court Order Compelling Arbitration

Whether or not a certain arbitrator has been designated, if the parties have agreed to arbitrate at JAMS or the court has ordered that the parties arbitrate at JAMS, kindly forward the following items:

Two (2) copies of A, B & C:

- A. Demand for Arbitration
- B. Executed Arbitration Agreement OR Court Order appointing arbitrator/JAMS

 If needed, please contact JAMS to obtain a Stipulation for Arbitration form or download the appropriate form from the JAMS website at: http://www.jamsadr.com/arbitration-forms/.
- C. Entire contract, if any, containing an applicable arbitration clause
- D. Initial non-refundable \$400 Case Management Fee (CMF) per party

 Each party may submit its own CMF, or to expedite the commencement of the proceedings one party
 may elect to submit both or all CMFs. In lengthier, more complex cases additional CMF may be billed.
 For cases involving consumers, see JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute
 Clauses on the JAMS website at: http://www.jamsadr.com/consumer-arbitration/.

Please submit to your local JAMS Resolution Center.

Resolution Center locations can be found on the JAMS website at: http://www.jamsadr.com/locations/.

Once the above items are received, JAMS will contact all parties to commence the arbitration process, including the appointment of an arbitrator and scheduling of a hearing date.

Page 1 of 6 Updated 11/24/2014

(c) copyright 2014 JAMS. All rights reserved.

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 16



| TO RESPONDENT: Alliacense LLC, a Delaware Limited Liability Company (Name of the Party on whom Demand for Arbitration is made) | | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|----------------------|--|--|
| Address: c/o Mac Leckro | | ens Creek Boulevard, Suite | 100 | | | |
| City: Cupertino | | State/Province: CA | | Zip: 95014 | | |
| Telephone: 1-408-446-4222 Fax: 1-408-446-5444 Email: mac@alliacense.com | | | | | | |
| Representative/Attorney | The analysis of the state of th | sentative/Attorney of the Party on w | rhom Demand for Arbitration is made) | | | |
| Address: Same as above | 3.] | | | | | |
| City: | | State/Province: | | Zip: | | |
| Telephone: | · Fax: | | Email: | | | |
| Addimore responde | nts on page 5. | | | | | |
| \$100 to 100 to 1 | | | are Limited Liability Compan | у | | |
| Security in a second superior of seconds. In contrast, the seconds of the second secon | itific Corporation, 701 Paid | mar Airport Road, Suite 170 | | | | |
| City: Carlsbad | 3-CO | State/Province: CA | | Zip: 92011 | | |
| Telephone: 1-760-547-27 | 00 Fax: | | Email: carltonjohnson@c | omcast.net | | |
| Representative/Attorney | | non H. Granneman, Pillsbur ne of the Representative/Attorney o | y Winthrop Shaw Pittman LLP f the Party Demanding Arbitration) | | | |
| Address: 2500 Hanover S | itreet | | | | | |
| City: Palo Alto | | State/Province: CA | | Zip: 94304 | | |
| Telephone: 1-650-233-45 | 00 Fax: 1 | -650-233-4545 | Email: vgranneman@pills | burylaw.com | | |
| Add more claima | nts on page 6, | | | | | |
| | Claimant hereby demand at of the claim(s) may be | | owing dispute to final and bir | nding arbitration (a | | |
| Dispute: See Exhibit A her | eto. | | | | | |

Page 2 of 6 Updated 11/24/2014

Resolution Centers Worldwide • 1.800.352.5267 • www.jamsadr.com

(c) copyright 2014 JAMS. All rights reserved.

Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 17 Case: 13-51589



| Arbitration | | | | | |
|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Provision Location: | The arbitration agreement is contained in paragraph 4.b, pages 8-10 of the Amended Alliacense Services and Novation Agreement dated July 23, 2014, two copies of which are attached hereto and marked collectively as Exhibit B. | | | | |
| | f Sought By Claimant: Claimant in controversy, if applicable). | asserts the following claim and se | eeks the following relief | | |
| Claim: See Exhibit | A hereto. | | | | |
| | | • | | | |
| | • | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | A STATE OF THE PERSON OF THE P | | |
| | | | rest and the state of the state | | |
| | spondent may file a response and cour Send the original response and counte | | | | |
| arbitration rules. | Send the original response and counte | | | | |
| arbitration rules. Scopies to JAMS. Request for H | Send the original response and counte | r-claim to the claimant at the add | ress stated above with two (2) | | |
| arbitration rules. Scopies to JAMS. Request for H | Send the original response and counte | r-claim to the claimant at the add | ress stated above with two (2) | | |
| arbitration rules. Scopies to JAMS. Request for H JAMS is reques | Send the original response and counte | r-claim to the claimant at the addi | ress stated above with two (2) | | |
| Request for H JAMS is reques Election For E By checking the | Send the original response and counte earing: ted to set this matter for hearing at: | San Jose, California per paragraph (Preferred Hearing Location) chensive Rule 16.1) at the Expedited Procedures descondent shall indicate not later tha | ress stated above with two (2) 4.b.(xiii) of the arbitration agreementation agreements and the comprehensive | | |
| Request for H JAMS is reques Election For E By checking the | earing: ted to set this matter for hearing at: Expedited Procedures (Comprehe box to the left, Claimant requests the d 16.2 be applied in this matter. Response served whether it agrees to the Expense. | San Jose, California per paragraph (Preferred Hearing Location) chensive Rule 16.1) at the Expedited Procedures descondent shall indicate not later tha | ress stated above with two (2) 4.b.(xiii) of the arbitration agreent cribed in JAMS Comprehensive in seven (7) days from the date | | |

to be applied toward your Case Management Fee and submit to your local JAMS Resolution Center.

Page 3 of 6 Updated 11/24/2014

Resolution Centers Worldwide • 1.800.352.5267 • www.jamsadr.com

(c) copyright 2014 JAMS. All rights reserved.

Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 18 Case: 13-51589



COMPLETION OF THIS SECTION IS REQUIRED FOR CLAIMS INITIATED IN CALLEDRIA

| ۸ | Please indica | ata if this | ∏IS or | · 🖂 IS NOT | a CONSUMER ARBITRATION as defined by California | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------|------------------------------|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| Α. | | | | | trators, Standard 2(d) and (e): | | | |
| | | | | | | | | |
| | the criteria listed | in paragraph | s (1) through | า (3) below. "Cor | der a pre-dispute arbitration provision contained in a contract that meansumer arbitration" excludes arbitration proceedings conducted under regulations, charter provisions, ordinances, statutes, or agreements. | | | |
| | ned in these standards; | | | | | | | |
| 2) The contract was drafted by or on behalf of the non-consumer party; and | | | | | | | | |
| 3) The consumer party was required to accept the arbitration provision in the contract. "Consumer party" is a party to an arbitration agreement who, in the context of that arbitration agreement, is any of the 1) An individual who seeks or acquires, including by lease, any goods or services primarily for personal, fam household purposes including, but not limited to, financial services, insurance, and other goods and service defined in section 1761 of the Civil Code; 2) An individual who is an enrollee, a subscriber, or insured in a health-care service plan within the meaning 1345 of the Health and Safety Code or health-care insurance plan within the meaning of section 106 of the Code; | | | | | e arbitration provision in the contract. | | | |
| | | | | | ement who, in the context of that arbitration agreement, is any of the following: | | | |
| | | | | | | | | |
| | | | | | or insured in a health-care service plan within the meaning of section care insurance plan within the meaning of section 106 of the Insurance | | | |
| | 3) An ind | dividual with | a medical ma | alpractice claim t | that is subject to the arbitration agreement; or | | | |
| | 4) An er the a _l | mployee or ar pplicant's pro | applicant fo spective em | or employment ir ployment that is | n a dispute arising out of or relating to the employee's employment or subject to the arbitration agreement. | | | |
| | | ould commu | nicate this o | objection in writ | t regarding whether this IS or IS NOT a CONSUMER ARBITRATIO ting to the JAMS Case Manager and Claimant within seven (7) | | | |
| В. | If this is an E | MPLOYME | NT matte | er, Claimant r | nust complete the following information: | | | |
| | and make it avail | able to the pu al wage. The | ıblic in a con employee's | nputer-searchab | re required to collect and publish certain information at least quarterly, le format. In employment cases, this includes the amount of the opear in the database, but the employer's name will be published. | | | |
| | Annual Salary: | Less that | an \$100,00 | 0 | ☐ More than \$250,000 | | | |
| | | <u></u> \$100,00 | 00 to \$250,0 | 000 | Decline to State | | | |
| C. | • | | • | • | with a gross monthly income of less than 300% of a waiver of the arbitration fees. In those cases, the | | | |

Page 4 of 6 Updated 11/24/2014

Resolution Centers Worldwide • 1.800.352.5267 • www.jamsadr.com

respondent must pay 100% of the fees. Consumers must submit a declaration under oath stating the consumer's monthly income and the number of persons living in his or her household. Please contact JAMS at 1-800-352-5267

for further information.

(c) copyright 2014 JAMS. All rights reserved.

Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 19 Case: 13-51589



Add additional respondents below.

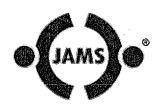
| TO RESPONDENT 2: (Name of the Party on whom Demand for Arbitration is made) | | | | | | |
|------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|--|--|--|
| Address: | Party on whom Demand for Arbi | uauon is made) | | | | |
| City: | State/Pi | rovince: | Zip: | | | |
| Telephone: | Fax: | Email: | | | | |
| Representative/Attorney (if known): | Name of the Representative/Atto | rney of the Party on whom Demand for Arbitration | on is made) | | | |
| Address: | | | | | | |
| City: | State/Pr | ovince: | Zip: | | | |
| Telephone: | Fax: | Email: | | | | |
| | | | | | | |
| TO RESPONDENT 3: Name of the | Party on whom Demand for Arbi | tration is made) | | | | |
| Address: | | | | | | |
| City: | State/Pr | ovince: | Zip: | | | |
| Telephone: | Fax: | Email: | | | | |
| Representative/Attorney (if known): | Name of the Representative/Atto | rney of the Party on whom Demand for Arbitration | on is made) | | | |
| Address: | | | | | | |
| City: | State/Pr | ovince: | Zip: | | | |
| Telephone: | Fax: | Email: | Nazionale na di Marie-Cambo de Josepho (pr. 1476) (1475) Nijaliane in mancia di Milio conducta anno de que de s | | | |

Page 5 of 6 Updated 11/24/2014

Resolution Centers Worldwide • 1.800.352.5267 • www.jamsadr.com

(c) copyright 2014 JAMS. All rights reserved.

Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 20 Case: 13-51589



Add additional claimants below.

| FROM CLAIMANT 2 (| name): | nder er e | | |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|------------------------------------|------|
| Address: | | | | |
| City: | | State/Province: | | Zip: |
| Telephone: | Fax: | | Email: | |
| Representative/Attorney of | Construction of the Constr | of the Representative/Attorno | ey of the Party Demanding Arbitrat | ion) |
| Address: | | | | |
| City: | | State/Province: | | Zip: |
| Telephone: | Fax: | | Email: | |
| | | | | |
| | | | · · | |
| FROM CLAIMANT 3 (| name): | | | |
| Address: | | | | |
| City: | \$ | State/Province: | | Zip: |
| Telephone | Fax: | | Email: | |
| Representative/Attorney of | | f the Representative/Attorne | ey of the Party Demanding Arbitrat | on) |
| Address: | | | | |
| City: | S | State/Province: | | Zip: |
| Telephone | Fax | | Fmail: | |

Page 6 of 6 Updated 11/24/2014

Case: 13-51589

Exhibit A to Phoenix Digital Systems LLC's Demand for Arbitration

Phoenix Digital Systems, LLC, a Delaware Limited Liability Company ("PDS"), demands arbitration of the following disputes with Alliacense LLC, a Delaware Limited Liability Company ("Alliacense") that arise under and relate to the Amended Alliacense Services and Novation Agreement entered into between PDS and Alliacense and dated July 23, 2014 ("Novation Agreement"), a copy of which is attached to this Demand for Arbitration as Exhibit B.

PDS seeks a declaration of its rights and Alliacense's obligations under the Novation Agreement. At various times since September 2014, PDS has notified Alliacense in writing of its material breaches of the Novation Agreement. During the period since September 2014, PDS representatives have met in person with and otherwise corresponded with Alliacense representatives in attempts to resolve disputes related to Alliacense's breaches and refusals to perform its duties and obligations under the Agreement. Most recently, On May 11, 2015, PDS notified Alliacense in writing that it would terminate all relationships with Alliacense unless by May 15, 2015, Alliacense performed its obligation to turn over "Work" respecting certain prospective licensees as required by the Novation Agreement and as is more fully described below. A copy of PDS's May 11 letter from Carlton M. Johnson, Jr. to Daniel M. ("Mac") Leckrone of Alliacense is attached hereto as Exhibit C. That letter provides a partial overview of the disputes that have been ongoing between PDS and Alliacense since September 2014, as well as Alliacense's material breaches of the Novation Agreement which remain unresolved.

In particular, but not by way of limitation, PDS seeks a declaration that 1) Alliacense has materially breached the Novation Agreement by failing and refusing to timely provide PDS with two lists of licensing prospects for the Moore Microprocessor Patent ("MMP") portfolio requested in September 2014 as required by ¶ 3.f.(i) of the Agreement; 2) Alliacense has materially breached the Agreement by failing and refusing to provide Patriot Scientific Corporation ("Patriot"), one of the Members of PDS, with "Work" (a defined term under the Novation Agreement) related to certain of the licensing prospects; and 3) Alliacense is obligated and directed to immediately turn such "Work" over to Patriot.

<u>Background of Parties</u>: PDS, a Delaware Limited Liability Company, has two Members, Patriot and Technology Properties LLC ("TPL"). PDS is presently managed by two Managers, Swamy Venkidu and Carlton M. Johnson, Jr.

TPL is in Chapter 11 bankruptcy in the United States Bankruptcy Court for the Northern District of California, Case No. 13-51589, filed on March 20, 2013. TPL and Alliacense are owned by Daniel E. Leckrone ("Dan Leckrone"). Alliacense is managed by Dan Leckrone's son, Daniel M. ("Mac") Leckrone ("Mac Leckrone").

Background of the Novation Agreement: The Novation Agreement was entered into on July 23, 2014 in order to resolve past disputes between the parties and establish a new contractual relationship between the parties going forward. Among other things, the Novation Agreement required that Alliacense meet certain annual licensing revenue milestones for the MMP portfolio and gave PDS the right to terminate the Agreement if Alliacense failed to meet any such milestone. Ex. B, ¶ 3.d.(ii).

10/48/21/3-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 22

In addition to the licensing revenue milestones and "[t]o reinvigorate the MMP [licensing] Program," the Novation Agreement provided that the universe of approximately 500 prospective MMP licensees would be divided and split between Alliacense and a second licensing company to be identified by Patriot. To accomplish the division, Alliacense was required to provide Patriot with a "list [of] all prospective MMP licensing entities [with certain exceptions] by anticipated relevant revenue, industry segment and licensing prospects...." Alliacense was also required to divide the list "into two lists such that Alliacense is indifferent between the two lists as to which collection of prospective licensees it would prefer pursuing." In turn, Patriot and its identified second licensing company would have 30 days to select one of the lists which are identified as the "Group 1 Designees" under the Novation Agreement. Exhibit B, 3.f.(i).

Subject to performance of its obligations under the Novation Agreement, Alliacense was to remain the "exclusive licensor as to approximately half of the universe of prospective [MMP portfolio] licensees." Id.

Paragraph 3.f.(ii) of the Novation Agreement provides that: "Patriot will arrange for PDS to enter into a Commercialization Agreement with another licensing company ('Patriot Licensing Company') on terms determined by Patriot."

Once the Group 1 Designees were identified, Alliacense was obligated to promptly turn over to Patriot all "Work" related to such Designees as follows:

(iii) Alliacense shall provide all of its "Work" related to the Group 1 Designees to Patriot to provide to the other licensing company under a Non-Disclosure Agreement. Such work shall include, but not be limited to, all intellectual property and all data including research and analysis, both technical and economic, notice letters, all correspondence or notes of communications, including those with Group 1 Designees, their representatives or legal counsel, the USPTO, and any other regulatory bodies foreign or domestic, support for asserted positions, claim charts, file wrappers, briefing documents, position papers, etc...."

Further Background of Ongoing Disputes with Alliacense:

By a letter from Patriot to Alliacense dated September 22, 2014, Patriot requested that Alliacense prepare the lists of prospective MMP licensee's required to be prepared under ¶ 3.f.(i) of the Novation Agreement. Alliacense responded on October 14, 2014 stating that it was preparing the lists but raising what Patriot considered to be spurious claims with respect to its obligation to prepare and furnish the lists to Patriot. Patriot responded in writing on October 14 and October 20, 2014 refuting Alliacense's claims, demanding to know when the lists would be furnished and identifying Dominion Harbor Group ("Dominion or DHG") as the second licensing company. Additional in-person meetings and correspondence exchanges followed.

As is referenced in PDS's letter to Alliacense dated May 11, 2015 (Ex. B), Alliacense failed and refused to furnish the required lists of MMP licensing prospects until February 2, 2015, and those lists contained 57 omissions. Thereafter, Alliacense failed and refused and

2

continues to fail and refuse to turn over its "Work" for the Group 1 Designees as required by ¶3.f.(iii), despite repeated written demands for such turn over from PDS and Patriot.

In addition, a substantial portion of the Work is in the possession of Patriot and TPL but was provided in litigation subject to protective orders. Although it has no legitimate basis to object, Alliacense has refused to allow or has otherwise interfered with PDS or its two Members, Patriot and TPL, turning over any and all "Work" to PDS's second licensing company, Dominion."

<u>Declaratory Relief</u>: PDS requests a declaration of its rights and obligations under the Novation Agreement, including without limitation the following:

- 1) that Alliacense has materially breached the Novation Agreement by failing and refusing to timely provide PDS with two lists of licensing prospects for the Moore Microprocessor Patent ("MMP") portfolio requested in September 2014 as required by ¶ 3.f.(i) of the Agreement;
- 2) that Alliacense has materially breached the Agreement by failing and refusing to provide Patriot Scientific Corporation ("Patriot"), one of the Members of PDS, with "Work" (a defined term under the Novation Agreement) related to the Group 1 Designees;
- 3) that Alliacense is obligated and directed to immediately turn such "Work" over to Patriot; and
- 4) that Alliacense has no basis to refuse to allow or to interfere with PDS or its two Members, Patriot and TPL, turning over any and all "Work" to PDS's second licensing company, Dominion.

Requested Relief:

PDS request

- 1) For a declaration of the respective rights and obligations of the parties under the Novation Agreement as set forth above;
- 2) For costs of suit, including without limitation all costs associated with this arbitration, herein incurred; and
- 3) For such other or additional relief as the Arbitrator deems proper.

3

EXHIBIT Q

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 25



4880 Stevens Creek Boulevard, Suite 103 San Jose, CA 95129 USA tel +1 408.446.4222 fax +1 408.446.5444

26 August 2015

Jim Otteson Arnold & Porter LLP Suite 110 1801 Page Mill Road Palo Alto CA 94304-1216

RE: Agility's Disposition of Alliacense Proprietary Materials

Jim,

My apologies for the untimeliness of this response to your letter of 30 July. I embarked on a long-overdue family vacation on Thursday 30 July and scrupulously avoided work-related email prior to my return to the office on Monday 17 August at which time I was greeted with a daunting stack which included your letter.

Serious issues appear to exist, and I would appreciate more information and your cooperation.

- Regarding your statement: "Agility transferred all of its files to Nelson Baumgardner, pursuant to instructions from Phoenix Digital Solutions (PDS)."
 - a. PDS (including TPL and PTSC) does not and has never had permission to authorize the disclosure of Alliacense Proprietary Materials.
 - b. Please provide copies of all such instructions as well as a copy of the document(s) upon which you relied as authorizing PDS to direct you to transfer Alliacense documents and files to the Baumgardner Firm.
 - c. Please inform the Baumgardner Firm that their possession of Alliacense Proprietary Materials is wrongful, since:
 - i. it is not approved by Alliacense, and
 - ii. it is in violation of Court Orders governing the disclosure and use of confidential and proprietary information.
- 2. Regarding your statement that: "All such materials were either destroyed or transferred to other firms retained by TPL and/or PDS, as identified above."

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 26

Mr. Jim Otteson 26 August 2015 Page 2 of 2

a. Please identify with specificity the Alliacense materials that were "transferred to other firms," the recipients of the materials, and upon whose direction the transfer was made.

Let me reiterate my apologies for the delay of this response and ask for your cooperation in responding quickly in light of the seriousness of this matter.

Sincerely,

Mac Leckrone

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 27

EXHIBIT R

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 28 of 30

ARNOLD & PORTER LLP

James C. Otteson James.Otteson@aporter.com

+1 650.798.2970 +1 415.356.3099 Fax

1801 Page Mill Road Suite 110 Palo Alto, CA 94304-1216

September 10, 2015

VIA E-MAIL AND U.S. MAIL

Mac Leckrone Alliacense 4880 Stevens Creek Boulevard, Suite 103

> Agility's transfer of MMP-related materials to new counsel pursuant Re:

to instructions from PDS

Dear Mac:

I am in receipt of your letter dated August 26, 2015. First, as I mentioned in my letter to you of July 30, 2015, no Alliacense documents were either transferred to Arnold & Porter, LLP or retained by former Agility personnel. Second, Agility's transfer of MMPrelated documents to Nelson Bumgardner was required by instructions from Phoenix Digital Solutions (PDS). We did not retain a record or log of MMP-related materials that were transferred to Nelson Bumgardner; they simply received all of Agility's MMP files.

Third, and most important, PDS (including Daniel E. Leckrone, a former PDS manager) repeatedly informed me and other former Agility personnel that Alliacense was a vendor of PDS for the MMP enforcement campaign. In addition, you yourself confirmed to me on several occasions that Alliacense was PDS's vendor for enforcement of the MMP portfolio. As such, any MMP-related materials that Agility received from Alliacense were expressly for the purpose of supporting PDS's litigation counsel in the enforcement of the MMP portfolio. Based on your own representations, and those of TPL and PDS, we understand that any documentation Agility received from Alliacense was created and/or collected specifically for the MMP campaign and was owned by TPL/PDS -much like a builder constructs a house on behalf of the owner. Thus, Alliacense has no basis to suggest that PDS's successor outside litigation counsel -- Nelson Bumgardner -was not entitled to receive MMP-related materials that Alliacense created and/or collected for PDS and provided to Agility as PDS's former outside litigation counsel to assist in the enforcement of the MMP patents. This is especially true given that a large percentage of those materials were properly produced during litigation under the

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 29

2015-09-10 JCO LTR to Leckrone.docx

ARNOLD & PORTER LLP

Mac Leckrone September 10, 2015 Page 2

appropriate protective orders. As outside counsel properly designated under the protective orders, Nelson Bumgardner was fully entitled to receive those materials.

Accordingly, there is no basis for your suggestion that Nelson Bumgardner's receipt of MMP-related materials was either "wrongful" or "in violation of Court Orders." Rather, Agility transferred all of its MMP-related materials to Nelson Bumgardner at the direction of PDS, for which Alliacense was a vendor that supported PDS and its outside litigation counsel in the enforcement of the MMP patents.

As you know, Agility IP Law, LLP no longer exists. Neither I, nor any former Agility attorney, continues to represent PDS, nor are any of us involved with the MMP enforcement program. Thus, to the extent you have an issue with Nelson Bumgardner's receipt of any vendor-generated materials that were created for the express purpose of supporting PDS's enforcement of the MMP patents, you should take that up with PDS.

Sincerely

James C. Ottesor

cc:

Carl Johnson (via e-mail) Swamy Venkidu (via e-mail)

2015-09-10 JCO LTR to Leckrone.docx

Case: 13-51589 Doc# 711-3 Filed: 10/29/15 Entered: 10/29/15 13:44:50 Page 30